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FEDERAL MARITIME COMMISSION (2016 JUN 10

WASHINGTON, D.C.

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DOCKET NO. 15-11

IGOR OVCHINNIKOV, ET AI

v.

MICHAEL HITRINOV ET AL

Consolidated With

DOCKET NO 1953(I)

KAIRAT NURGAZINOV, ET AI

v.

MICHAEL HITRINOV ET AL

AFFIRMATION OF MICHAEL HITRINOV

Michael Hitrinov affirms the following to be true and correct under penalty of perjury, and says

- I am the President of Respondent Empire United Lines Co , Inc ("EUL"), and I make this certification in support of Respondents' motion for judgment on the pleadings, and to provide the Presiding Officer with background and context regarding the transactions at issue
- EUL, a New York corporation formed in 1993, has a principal place of business in Brooklyn, New York. Since 1993, EUL has met all requirements to be licensed as a non-vessel operating common carrier by the Federal Maritime Commission.

BASIC BACKGROUND

A. The Investment Relationship Between EUL and Global Auto Enterprise

- In early September 2010, I was contacted by Sergey Kapustin, whom I knew from previous business dealings as the owner and individual in control (together with his wife Irina Kapustina) of Global Auto USA, Inc., Effect Auto Sales, Inc., G Auto Sales, Inc., Global Cargo Oy of Finland, and SK Imports, Inc. d/b/a Global Cars ("Global Auto Enterprise")
- The purpose of Mr Kapustin's call was to inquire whether EUL wanted to invest in the ownership of some vehicles that Mr Kapustin wanted to acquire in the U S for re-sale overseas. Mr Kapustin explained that he needed investors so he could finance the acquisition of a vehicle inventory to offer for sale to customers in Russia and other CIS countries. In short, EUL would put up investment capital, which Mr Kapustin would then use to buy vehicles in the U S for resale to overseas customers. In return, Mr Kapustin proposed that EUL share in profits on the resale of these vehicles.
- Mr Kapustin and I initially discussed a profit-sharing arrangement in which EUL and Global Auto Enterprise would divide the profits from the overseas sale of the vehicles acquired by Global Auto Enterprise with EUL's funds. As the discussions progressed, however, Mr Kapustin proposed an alternative form of profit-sharing that EUL be paid a fixed return of 1 5 percent per month on its capital investment as EUL's share of the anticipated profits from the re-sale of the vehicles acquired through EUL's investment ("the Investment Vehicles")
- The parties ultimately adopted this alternative approach. EUL agreed to invest in the Investment Vehicles, and Global Auto Enterprise agreed in return to pay 1.5 percent per month as an advance of the anticipated profits from the re-sale of the Investment Vehicles.

 Global Auto Enterprise also agreed that EUL would be entitled to a right of possession regarding

each and every Investment Vehicle, such right to be extinguished only when Global Auto Enterprise met the criteria for release of the vehicle back to Global Auto Enterprise, as described below. Until these Investment Vehicles were authorized to be released, they would be held as collateral by EUL

- It was further agreed that EUL would be given the documents of title for each Investment Vehicle, to ensure that no such Vehicle could be released or resold without EUL's consent.
- Attached as Exhibit 1 is correspondence reflecting the beginning of this relationship between EUL and Global Auto Enterprise. As part of the financial aspect of the arrangement, EUL was entitled to a 60 percent interest in each and every Investment Vehicle. Moreover, Global Auto Enterprise was required to maintain at all times an inventory of Investment Vehicles of sufficient value that 60 percent of the value would meet or exceed the outstanding amount of the investment. If the inventory fell below that level, Global Auto Enterprise was required either to re-pay part of the investment or add value to the inventory sufficient to meet the 60 percent standard.
- In order to keep track of the balance of funds owed with respect to the Investment Vehicles, the total value of the Investment Vehicles was estimated, and details were maintained in a spreadsheet format by EUL and provided to Global Auto Enterprise on a regular basis. The purpose of the spreadsheets was to schedule all the Investment Vehicles with their values so as to assure that 60 percent of the total value was sufficient to secure the amount of the outstanding principal due EUL
- Attached as Exhibit 2 is a series of emails ranging from January 2011 through January 2013, many with spreadsheet attachments, relating to the balance spreadsheets

exchanged between the parties. Although the attached emails are not the totality of the correspondence and balance spreadsheets exchanged between the parties, Exhibit 2 provides a good overview of these exchanges and the manner in which they operated over the course of several years. All the Investment Vehicles were treated as being under Global Auto Enterprise umbrella regardless of which particular "company" the Investment Vehicles were titled under or being shipped on behalf of.

Pursuant to this arrangement EUL wired a total of \$450,120 in investment funds to Global Auto USA, Inc 's accounts as follows

9/20/10	\$45,000
10/5/10	\$25,000
10/13/10	\$100,000
5/12/11	\$160,000
12/13/11	\$120,000
12/13/11	\$120

Attached as Exhibit 3 is documentation of the six payments made to Global Auto Enterprise. As can be seen, my understanding of the purpose of these payments is contained in the transaction descriptions, e.g., "Car Joint Investment With Fixed Profit" by which I meant my 60 percent investment in the vehicles and the fixed profit of 1.5 percent agreed to by the parties.

B. The Transportation Arrangement In General

As part of the above agreement, the parties agreed that EUL, as the majority and secured owner of the Investment Vehicles, would arrange for their ocean transport to Finland. These transportation services were not the ordinary services EUL provided as to various shippers as part of its NVOCC function, but were instead part and parcel of the larger agreement.

Attached as Exhibit 4 is an October 24, 2012 email chain reflecting this understanding. There, EUL told Global Auto Enterprise that a particular vehicle did not qualify as an Investment Vehicle (because not owned by Global Auto Enterprise), and so could not be shipped under the arrangement. Upon learning that the vehicle could not be shipped under the arrangement, Global Auto Enterprise declined to use EUL's NVOCC service, and in fact the vehicle has been returned to Global Auto Enterprise.

14 From EUL's perspective, it was transporting these vehicles, in which it had an equity interest, for its own account as a beneficial cargo owner, and not in its capacity as a licensed ocean transportation intermediary. In light of this understanding, and with the agreement of Global Auto Enterprise, EUL did not issue separate shipping documents (*e.g.* bills of lading) for shipment of the Investment Vehicles. Instead, EUL and Global Auto Enterprise agreed to a flat rate of \$750 for transportation of each of the Investment Vehicles when arranged by EUL and to operate with the master bills of lading issued by the ocean carriers (in this case MSC)

C How The Transportation Arrangement Worked In Practice

- The basic practice and course of dealing between EUL and Global Auto Enterprise was as follows
 - Global Auto Enterprise would deliver Investment Vehicles to EUL, which
 would put them into containers (with other cargo), and deliver them to
 MSC for water transportation to Kotka, Finland.
 - When the MSC vessel arrived in Kotka, the relevant containers were
 delivered to a warehouse company called CarCont Ltd., which EUL
 utilized as a container unloading facility, where the Investment Vehicles
 were removed from their containers for eventual release to Global Auto

- Enterprise (specifically, Global Cargo Oy)
- Investment Vehicles could be released in Kotka only upon approval by EUL, based on. (1) an email request by Global Auto Enterprise made by one of the U S entities, and (ii) compliance with the requirement to maintain the 60 percent valuation standard.
- This latter financial requirement meant that in order to obtain release of a particular Investment Vehicle, Global Auto Enterprise had to repay 60 percent of the value of that Vehicle or, with EUL's consent, augment the inventory of Investment Vehicles in an amount sufficient to retain the overall 60 percent standard.
- Once the conditions for release were met, EUL would authorize CarCont to release the requested Investment Vehicle In accordance with the arrangement between EUL and Global Auto Enterprise, at the insistence of Global Auto Enterprise, Investment Vehicles were allowed to be released only to Global Auto Enterprise In particular, they could be released *only* to Global Auto Enterprise member Global Cargo Oy, which operated a warehouse in Kotka, Finland and is managed by Igor Zadorozhniy, a relative of Irina Kapustina.
- Prior to taking custody of the vehicles Global Cargo Oy also paid CarCont, via bank transfer, the cost of unloading the cars from the containers and for the storage of the cars at CarCont. CarCont never received payment for the unloading and storage of the Investment Vehicles from anyone other than Global Cargo Oy
- As a matter of practice, EUL never had any communications with Global Cargo

 Oy about the release of any vehicles, the status of shipments, or payments of any charges relating
 to any shipments Instead release instructions would only come from the U S companies that

were part of Global Auto Enterprise (i.e., G Auto Sales, Inc., Effect Auto Sales, Inc., and Global Auto Sales, Inc.) and the only release instructions ever given for hundreds of vehicles shipped were to release the vehicles to Global Cargo Oy and Igor Zadorozhniy. Moreover, Mr. Kapustin had previously instructed EUL not to discuss any details regarding payments, shipments, etc. with anyone other than the U.S. companies that were part of Global Auto Enterprise.

- An email dated December 6, 2012 giving an example of how Global Auto

 Enterprise gave express instructions to release vehicles only to Global Cargo Oy and Igor

 Zadorozhniy is attached as Exhibit 5 Attached as Exhibit 6 are more general release instructions always indicating release to Global Cargo Oy Exhibit 7 is a compilation prepared for this proceeding at my direction showing that this same pattern of release instructions was followed for virtually all vehicles ever shipped by Global Auto Enterprise
- Once the vehicles were released to Global Cargo Oy and Mr Zadorozhniy, EUL had no knowledge about what would happen to the vehicles. Overall, between 2010 and 2013, EUL shipped over 680 vehicles pursuant to this course of dealing with Global Auto Enterprise without any complaint. Throughout this period, EUL never had any communications or other dealings with Global Auto Enterprise's customers. EUL's dealings were only with Global Auto Enterprise, and the titles that Global Auto Enterprise provided to EUL for export clearance did not include the names of Global Auto Enterprise's customers.

E. Global Auto Enterprise's Failure to Meet Its Financial Obligations

- By late 2012 I became increasingly concerned about Global Auto Enterprise's ability, and even willingness, to abide by our agreement. Specifically, I was concerned that Global Auto Enterprise was seeking to avoid repaying any portion of the investment funds.
 - On December 27, 2012, I notified Global Auto Enterprise that the relationship

was becoming untenable because of its actions and demanded that Global Auto Enterprise repay all amounts due EUL "in 30 da[y]s from today. We will not extend that date." I repeated that 30-day demand later that day. Attached as Exhibit 8 are the notices to Global Auto Enterprise.

- Despite my repeated efforts, payment to EUL was not forthcoming. On or about January 20, 2013, I spoke by telephone with Mr Kapustin. He confirmed that Global Auto Enterprise no longer intended to abide by the parties existing agreement concerning the Investment Vehicles. He also disavowed any further obligation of Global Auto Express to repay the outstanding principal due EUL or to make any further profit-sharing payments to EUL. Consequently, on January 28, 2013, I sent an email to Global Auto Enterprise (i) expressing my concern that Global Auto Enterprise was taking actions "detrimental to our jointly owned assets without my knowledge and consent," and (ii) requesting that Global Auto Enterprise cease any further actions "which may cause irreparable damages" to the parties. Attached as Exhibit 9 is a copy of my January 28, 2013 email
- On February 6, 2013, Irina Kapustina (president and 100 percent owner of Effect Auto Sales, Inc. and the ex-wife of Mr. Kapustin) wrote to me acknowledging EUL's demand for payment in full and that EUL "no longer wants to have an ownership in the cars inventory." She also acknowledged EUL's interest in the vehicle inventory, stating "you have them at your disposal." Attached as Exhibit 10 is Ms. Kapustina's email together with an English translation.
- Given Global Auto Enterprise's repudiation of the agreement, and fearing that they were taking affirmative steps to deprive EUL of its security interest in the Investment Vehicles located in Kotka, I directed that the Investment Vehicles be removed from that location and ultimately sold to third party buyers to satisfy Global Auto Enterprise's indebtedness to EUL, with the proceeds to be applied to the outstanding principal due EUL and any additional

amounts due EUL for storage

Included among these Investment Vehicles, which were sold to satisfy the debts owed by Global Auto Enterprise, were the vehicles with respect to which Complainants Igor Ovchinnikov, Denis Nekipelov, and Kairat Nurgazinov now assert claims. However, the vehicle as to which Complainant Irina Rzaeva now asserts claims was not sold by EUL. Upon information and belief, that vehicle (a 2011 Jeep Compass with VIN # ending in 2296) remained in the control of CarCont Ltd. in Kotka, Finland through at least January 2015 and was eventually liquidated by CarCont for unpaid storage fees.

FACTS REGARDING THE VEHICLES AT ISSUE

A. Transportation of the Investment Vehicles

- The Investment Vehicles at issue here went through the very same process as described generally above, at least up to the issue of release. That is
 - Global Auto Enterprise delivered the Investment Vehicles and titles to EUL.
 - EUL put the Investment Vehicles into containers and delivered them to
 MSC
 - MSC transported the containers to Kotka, Finland, where it delivered them to CarCont.
 - CarCont decontainerized the Investment Vehicles and awaited release authorization from EUL based on a request and financial compliance by Global Auto Enterprise

B. Release of these Investment Vehicles

As explained above, all Investment Vehicles, including those at issue, were

subject to specific requirements for release. Global Auto Enterprise was required both to request release of the particular vehicle and to meet the financial prerequisites to release – payment of the agreed shipping cost (\$750/unit), and restoration of the 60 percent value by paying that portion of the Investment Vehicle's value to EUL (or with EUL's approval, replenishment of the inventory to meet the 60 percent standard)

- Relevant to the Investment Vehicles at issue, Global Auto Enterprise did neither They never requested release of any of the four vehicles. And, as explained above, they declined to re-pay EUL the amount required under the arrangement.
- As also explained above, Investment Vehicles could only be released to Global Cargo Oy They could not be released to Complainants or anybody else not named Global Cargo Oy that came with a claim of ownership regarding any such vehicle.
- Moreover, as noted above, prior to taking custody of the vehicles, Global Cargo Oy also paid CarCont, via bank transfer, the cost of unloading the cars from the containers and for the storage of the cars at CarCont. CarCont never received payment for the unloading and storage of the Investment Vehicles from anyone other than Global Cargo Oy

C. Complainants were Strangers to These Transactions

- 32. Consistent with the general pattern described above, EUL never had any communications or other dealings with the Complainants. Nor did any of the documents, including the titles, provided by Global Auto Enterprise include the names of the Complainants. Indeed, EUL did not learn Complainants' identities until well after their vehicles were liquidated as collateral in Finland. I personally also have never had any contact or communications with the Complainants prior to the vehicles being liquidated as collateral in Finland.
 - 33 It is also questionable whether the Complainants have ever paid the Global Auto

Enterprise for the ocean freight and other charges (such as dealer fees etc.) for these shipments

The Complainants have not produced any invoices or other documents showing that Global Auto

Enterprise had been paid for the shipping charges associated with transportation of the vehicles.

- The absence of any relationship is confirmed by the "shipping documents" submitted by both Parties pursuant to the Presiding Officer's Order of April 27, 2016 As described in more detail in Respondents Motion for Judgment on the Pleadings (and Attachments thereto), which this Affirmation supports
 - The Dock Receipts submitted by both Parties contain no mention of any Complainant.
 - The MSC bills of lading (submitted only by Respondents) are likewise devoid of any reference to any Complainant.
 - The Titles (submitted for all vehicles by Respondents and three by Complainants) also contain no mention of any Complainant, and indeed show Global Auto Enterprise (Effect Auto Sales, Inc.) as the owner
 - None of the invoices submitted for the transportation services name any of the Complainants
- I further note that the "invoices" submitted by Complainants are obviously crude fabrications. As the Presiding Officer can readily confirm.
 - The invoices submitted by Respondents are simple, unadorned, emails.

 This is the precise form in which the invoices left EUL. Respondents are entirely willing to provide the electronic originals of these invoices should the Presiding Officer wish or Counsel for Complainants request.
 - The purported invoices submitted by Complainants, in contrast, have been

Substantially altered into a composite of multiple origins. As the Presiding Officer may himself verify, the manipulated versions add (i) an unauthorized EUL letterhead, (ii) an invoice number title, (iii) a purported "paid" stamp, and (iv) my private banking information. None of these documents ever left EUL in this fashion.

- Counsel for Complainants has thus far declined to make electronic originals of the shipping documents available. In addition to the obvious implication, Counsel's claim of attorney-client privilege raises in my mind at least questions of who actually possesses and controls the documents.
- This is not the first time Counsel for Complainants has submitted these doctored "invoices" to a federal tribunal. As discussed in more detail below, Counsel submitted these very same fabrications in the EDNY lawsuit (as defined in Paragraph 54 below).

D Complainants' Discrepant Claims About Ownership

- Junderstand that the Complainants in this matter contend that they allegedly purchased vehicles from Global Auto Enterprise, to be delivered to Complainants by Global Auto Enterprise at its facility in Finland (the warehouse operated by Global Cargo Oy)

 Although, as explained above, such claims are irrelevant in light of the release requirements for Investment Vehicles. I note various discrepancies about the various documents Complainants have used to support their alleged claim of ownership I emphasize that EUL received none of these "ownership" documents in connection with the transaction, but only as a result of discovery in various after-the-fact proceedings.
- I have no knowledge about the Complainants or whether or not they were legitimate purchasers of the vehicles from Global Auto Enterprise. As noted below, Global Auto

Enterprise was found by the New Jersey Court to have engaged routinely in fraudulent business practices regarding its purported sales, including selling the same vehicles to multiple "buyers."

- A review of the "shipping documents" recently produced by the Complainants to substantiate their status as "buyers" of the vehicles instead reveals a number of questions regarding Complainants' purported status with respect to these Investment Vehicles. The purpose for noting these questions is not to try the issue of whether Complainants do in fact have ownership interests, but rather to show why, even if permitted by the underlying transportation agreement, no reasonable businessman would release cargo based on such documents.
- Complainant Igor Ovchinnikov alleged that on August 22, 2012 he purchased a 2009 GMC Acadia (with VIN# ending in 8200) from G Auto Sales, Inc. for \$28,960 00 However, the shipping documents produced (see documents attached as Exhibit 11) show that the initial payments were made with respect to an entirely different vehicle (a 2012 GMC Acadia with VIN# ending in 1860). While the handwriting on the invoice purportedly for the sale of the 2012 GMC Acadia suggests that the funds transferred by Complainant Igor Ovchinnikov may have been applied to the 2009 GMC Acadia, the two invoices actually bear the same invoice number (6779) and the same date of August 22, 2012.
- Auto Sales, Inc , and lists a date of purchase by Effect Auto Sales, Inc of October 11, 2012, which is consistent with the fact that the vehicle at issue appears to have been delivered to Finland in October 2012. Thus, Complainant Igor Ovchinnikov purports to have purchased in August a vehicle that Global Auto Enterprise did not even possess until months later. See Exhibit 11 at pages 3 and 4
 - The payment documents provided by Complainant Ovchinnikov raise even more

questions, because they reference a third vehicle (a GMC Acadia with VIN# ending in 5908) See Exhibit 11 at page 5 Further complicating the matter is that Complainant Ovchinnikov produced an undated statement in which he claims that he purchased the vehicle from Global Auto USA, Inc (contrary to his allegations in the Complaint and the documents showing purchase from G Auto Sales, Inc.) See Exhibit 11 at page 6

- 43 Given these numerous discrepancies, even if EUL had received these documents at the time (which it never did) how would EUL be able to rely upon such documents to determine whether Complainant Igor Ovchinnikov had any valid rights with respect to any vehicles?
- Similarly, although Complainant Irina Rzaeva alleges in the Complaint that she purchased a 2011 Jeep Compass with VIN# ending in 2296 on October 5, 2012 from G Auto Sales, Inc., in a February 4, 2013 letter she sent to the FMC, she asserted that the vehicle was instead purchased from Global Auto USA, Inc. A copy of the February 4, 2013 letter is attached as Exhibit 12. In that same letter she also claimed that Sergey Kapustin signed the invoice through which she purchased the vehicles, but the only invoice produced by her is signed by Michael Goloverya, President of G Auto Sales, Inc. See Exhibit 12 at page 2. Adding to the confusion is the fact that the title for the vehicle lists yet another company Effect Auto Sales, Inc. as the owner. See Exhibit 12 at page 3. The payment details for the "purchase" of this vehicle (which show a payment being made to G Auto Sales, Inc.) state in the reference for originating bank instructions that the payment is a "GIFT." See Exhibit 12 at page 4. Contrast this with the payment details for the purchase of the vehicle submitted by Complainant Denis Nekipelov (Exhibit 14 at page 4) discussed below
 - 45 Furthermore, Complainant Irina Rzaeva's allegation that she made a trip to Kotka,

Finland on or about March 12, 2013 "to try to find her vehicle and to file (unsuccessfully) a complaint with the prosecutor's office in Finland," is belied by the fact that the Customs office of Kotka, Finland conducted an inspection of CarCont, Ltd. at the request of the Finnish attorneys of Global Auto Enterprise in the Spring of 2013 and were able to confirm the presence of Complainant Irina Rzaeva's alleged vehicle (as well as Mr. Ovchinnikov's alleged GMC Acadia). In fact the Customs office report notes that a photograph of the vehicle in question was taken on March 15, 2013. Copies of the report from the Customs office which was produced by Counsel for Complainants (and an English translation of same) are attached as Exhibit 13.

- 46 Complainant Denis Nekipelov alleges in the Complaint that on October 24, 2012 he purchased a vehicle (a Mercedes-Benz C300 with VIN# ending in 3295) from G Auto Sales, Inc. The title for this vehicle, however, is in an entirely unknown name (Daimler Trust). See Exhibit 14 at page 1. As with the others, Complainant Denis Nekipelov also claimed in a letter that he purchased the vehicle from Global Auto USA, Inc. and that Sergey Kapustin signed his invoice. See Exhibit 14 at page 2. The only invoice produced by Complainant Denis Nekipelov was issued by G Auto Sales, Inc. and signed by Michael Goloverya as President of that company, and the payment documents for the "purchase" of this vehicle show payment being made to G Auto Sales, Inc. See Exhibit 14 at pages 3 and 4. According to the Finnish Customs report attached as Exhibit 13, the vehicle left Finland on February 22, 2013.
- Finally, this vehicle was explicitly provided by Effect Auto Sales, Inc. to EUL to serve as collateral for the amounts outstanding under the investment/profit sharing arrangement discussed above. A copy of an October 25, 2012 email from Effect Auto Sales, Inc. to EUL regarding this vehicle is attached as Exhibit 15.
 - Complainant Kairat Nurgazinov alleges in the Complaint that on or about

November 29, 2012 he purchased a vehicle (a Toyota Camry with VIN# ending in 6703) from G Auto Sales, Inc. However, the payment details show a payment being made with respect to an entirely different vehicle (a Toyota Camry with VIN# ending in 1494). See documents attached as Exhibit 16. The invoice number referenced in the payment details is 67936 and that reference and the issuance date of November 29, 2012 match an invoice provided by Complainant Kairat Nurgazinov, but the details for the vehicle involved are entirely different. Just as with the vehicle claimed by Complainant Igor Ovchinnikov, there are two different invoices bearing the same number and date but dealing with different vehicles. See Exhibit 16 at pages 2 and 3. There is no evidence produced by Complainant Kairat Nurgazinov that the balance owed of \$2,420.00 for purchase of the vehicle was ever paid to G Auto Sales, Inc.

- Again the point of all this is that even if EUL had received such documents prior to the sale of the vehicles (which it never had) how could it ever have been reasonable for EUL to release a vehicle to an unknown party with no official standing based on such discrepant and conflicting documents?
- Incidentally, according to the Finnish Customs report attached as Exhibit 13, this vehicle left Finland (i.e., was sold) on February 6, 2013. It does not appear that Complainant Kairat Nurgazinov contacted CarCont Ltd. with respect to this vehicle until February 23, 2013, at which point that vehicle had already been sold.
- It should also be noted that none of the Complainants have produced any certificates of sale to support their alleged "purchase" of the vehicles at issue. The State of New Jersey (which is the only state in which Global Auto Enterprise was registered to sell vehicles) requires that all vehicles sold by dealers be documented by a DMV certificate of sale. Since no certificates of sale were provided by Complainants, the ownership of G Auto Sales, Inc. of the

vehicles (who is claimed to have "sold" all the vehicles to the Complainants) is itself in question.

In any event, as explained above, Global Auto Enterprise never sent EUL any instructions about these shipments, or otherwise identified the Complainants as its customers with respect to these shipments. More specifically Global Auto Enterprise never asked EUL to release the vehicles that Complainants now make claims with respect to

ADDITIONAL MATTERS

- In this section of my Affirmation, I address additional matters that provide further context for the foregoing.
- As the Presiding Judge is well aware, this is not the first proceeding that Complainants' counsel has brought (all unsuccessfully) against me (and EUL) in a variety of federal forums regarding the same group of vehicles (or a subset thereof). I briefly recite some of that history, and raise certain concerns arising from that history. In particular, I note, as discussed above, that Complainants' Counsel has submitted obviously false and fraudulent shipping documents in this matter and declined to provide electronic originals. I believe that this is consistent with, and in some cases a repeat of, his actions in the prior litigations.

A. Counsel's First Lawsuit Against EUL Involving the Vehicles

- In April 2013, Global Auto Enterprise, represented by Complainants' Counsel, commenced a lawsuit against EUL and me in the United States District Court for the Eastern District of New York, captioned as 13 Civ 2479 (the "EDNY lawsuit")
- In the EDNY lawsuit, Global Auto Enterprise, through Complainants' Counsel and his colleagues, filed false and misleading declarations in which the principals of various constituents of Global Auto Enterprise denied the existence of any investment or profit sharing arrangement involving EUL. Attached as Exhibit 17 is a letter addressed by counsel for Global

Auto Enterprise to its customers, repeating the same false denials of any relationship between Global Auto Enterprise and EUL.

- Global Auto Enterprise, through Complainants Counsel, also submitted and relied upon thirty-two fabricated documents that were made to look as if they were EUL "invoices" for freight payments relating to shipments of vehicles. Attached as Exhibit 18 are three of these forged "invoices" which were relied upon by Global Auto Enterprise in the EDNY lawsuit and which reference the vehicles as to which the Complainants now assert claims
- In March 2015, after having served as counsel to Global Auto Enterprise for two years with respect to the dispute over these vehicles (including the vehicles over which Complainants now assert claims with respect to), Complainants' Counsel requested and was granted leave to withdraw as counsel for Global Auto Enterprise, on the basis of alleged non-payment of fees and that he had been "fired."
- It is my belief, however, that Complainants' Counsel continued to serve behind the scenes as an attorney for Global Auto Enterprise. It is otherwise difficult to reconcile Counsel's purported firing with the attached Exhibit 19, a September 28, 2015 email from Counsel to Mr. Kapustin offering to continue representing Global Auto Enterprise in the EDNY lawsuit on a "pro bono" basis.
- In the end, the Judge saw through these false declarations and the fabricated EUL "invoices" and denied any relief to Global Auto Enterprise in the EDNY lawsuit. In late September 2015 all claims asserted by Global Auto Enterprise against EUL and me were dismissed, and EUL was granted a default on our counterclaim against Global Auto Enterprise.
- These "invoices" were found in draft form on Mr Kapustin's personal computer and he "took the Fifth Amendment" when asked questions about how the invoices were created.

Remarkably, despite the foregoing, Complainants' Counsel persists in putting forth the same fabricated documents, and to deny any request for the electronic originals

B. Baltic Auto Shipping, Inc. v. Michael Hitrinov et al.

- In the proceeding before this Commission docketed as *Baltic Auto Shipping, Inc*v. Michael Hitrinov et al., Docket No. 14-16, Complainants' Counsel represented other

 complainants who asserted time barred and already-released claims against EUL and me. In an attempt to overcome the obvious time bar Complainants' Counsel there presented to the

 Commission and relied upon a so-called audit, which he asserted was prepared by an employee of the complainants on July 14, 2014
- In a related proceeding brought by EUL against Baltic Auto Shipping, Inc. and its principal in the United States District Court for the District of New Jersey (captioned as 15 Civ. 355) for breach of a prior settlement agreement, discovery showed that this claim was untrue.
- Baltic Auto Shipping, Inc. was directed by the Judge in that case to produce the original signed audit and the original native electronic drafts of the audit. Baltic failed to do so Instead, the principal of Baltic signed a certification asserting a "dog ate my homework" type of defense, saying that the audit was prepared on a laptop computer (from which no electronic copies were ever made or emailed) that was conveniently infected by a virus, one month after the audit was allegedly prepared, requiring reformatting of the hard drive. The laptop was then supposedly disposed of a few months later and thus conveniently not unavailable for forensic analysis. A copy of the Declaration of Andrejus Presniakovas is attached as Exhibit 20.1
- When Complainants' Counsel was ordered to produce the original signed copy of the audit (which he had repeatedly represented to the Court was in his office) for examination by

¹ Mr Presniakovas had previously submitted a similar affidavit to the Commission on April 3, 2015, and a copy of that affidavit is also attached as part of Exhibit 20

a forensic expert, he instead produced only an obvious and poor quality photocopy. A copy of the report prepared by the forensic expert establishing that only an obvious and poor quality photocopy of the audit was made available for inspection is attached as Exhibit 21.

- When pressed to explain what had happened to the original signed copy of the audit, Complainants Counsel reversed course, denying any knowledge of its whereabouts and offering a "guess" that "it is more than likely that" the original was inadvertently sent to the FMC for filing. A copy of the "explanatory" certification from Complainants' Counsel regarding the location of the original signed audit is attached as Exhibit 22
- Not satisfied by this response, the Court pressed for further explanation.

 Complainants' Counsel then speculated that his assistant, whom he refused to name, had sent the original signed copy of the audit to the FMC for filing. The FMC's Docket Activity Librarian, however, confirmed to the contrary that no such original was in the FMC's possession. A copy of the confirmation from the FMC that all it possessed was "a photocopy based on the poor clarity of the print" is attached as Exhibit 23
- The Court ultimately forced Complainants' Counsel to disclose the identity of his assistant and provide an affidavit from her (see copy attached as Exhibit 24). But when the Court then directed Complainants' Counsel to produce his assistant for deposition regarding her "affidavit" and the fate of the original signed audit, Complainants' Counsel did yet another about-face. He now claimed that his "assistant" was actually just an unpaid legal intern no longer employed by him, and that he had no mailing address, telephone number, or email address for her and thus, could not provide any last known contact details or produce her for the court-ordered deposition.
 - 70 This pattern of apparent deception is starting to repeat itself in this proceeding, as

evidenced by the resurfacing of the doctored "invoices" and the other discrepancies in the shipping documents pointed out above. It is for these reasons that I have, through counsel, requested Complainants' Counsel to provide the original and native electronic files for all the shipping documents, a request I will make formally once the discovery schedule has been set by the Presiding Officer.

C. Global Auto Enterprise has been Determined to be a Single, Fraudulent Enterprise

- As the Presiding Officer knows from prior filings in these consolidated proceedings, Global Auto Enterprise has been held by the United States District Court for the District of New Jersey to be a single enterprise engaged in RICO violations and fraud. 13 Civ 7152 (the "DNJ lawsuit")
- 72. In the DNJ lawsuit, defrauded customers of Global Auto Enterprise obtained a \$2 3 million Judgment against Mr Kapustin, G Auto Sales, Inc., Global Auto Sales, Inc., Effect Auto Sales, Inc., SK Imports, Inc., Global Cargo Oy, and Igor Zadorozhniy (all members of Global Auto Enterprise) The Court found them all part of a RICO conspiracy that had engaged in mail and wire fraud and "bait-and-switch" fraudulent practices and consumer fraud from at least 2008 through February 2014 A copy of the Judgment, which was issued in September 2015, is attached as Exhibit 25 ²
- 73 The Judgment describes some of the specific racketeering conduct of Global Auto Enterprise in targeting online unsophisticated foreigners from the former Soviet Union and other countries as follows
 - Advertised and "sold" cars were not in [Global Auto Enterprise's]

² At least two other Judgments were entered against Mr Kapustin and other members of the Global Auto Enterprise during this same period based on the Global Auto Enterprise's fraudulent business practices. See November 10, 2014 judgment issued by New Jersey Superior Court, Union County (in a case captioned as *DK International, Inc. v Kapustina et al.*, L-1577-11), and June 29, 2015 decision issued by New Jersey Superior Court, Union County (in a case captioned as *Izbastin v Global Auto, Inc. et al.*, L-0514-13), copies of which are attached as Exhibit 26

- possession and often already owned by unrelated third parties at the time of the "sale"
- Once the customer wired the money, [Global Auto Enterprise] failed to
 deliver the pre-paid vehicles, and refused to issue any refunds. [Global
 Auto Enterprise] then offered customers different cars, for a higher price,
 thus extorting further payments.
- Even on the "switch" vehicles that were ultimately (sometimes after 6-8 months from first wire), sent to Global Auto Enterprise's warehouse in Finland, Global Auto Enterprise refused to "release" vehicles and charged hidden fees, misrepresented odometer readings, withheld the information that the vehicle had been declared a "total loss" after an accident or had been flooded by hurricane Sandy (with a "salvage" title issued)

See Exhibit 25 at page 8

As especially relevant here, the Judge in the DNJ lawsuit also found that Global Auto Enterprise had repeatedly "sold" the same vehicles to more than one customer.

THE COURT. Mr Kapustin seems to think that it's okay to sell something he doesn't own and keep the proceeds. I don't know that I've ever seen more remarkable conduct or admissions in a court of law He has sold cars that were subject to control by the Eastern District of New York [where Complainants' Counsel represented Global Auto Enterprise], and apparently selling them, selling the same car twice, and it's fully consistent with the other transactions that have been demonstrated to this Court.

See pages 7-8 and 65 of the transcript of the October 27, 2014 hearing which can be accessed as Docket Entry No 135 in the DNJ lawsuit (13 Civ 7152)

The foregoing is true and correct to the best of my knowledge under penalty of perjury

Signed on June <u>10</u>, 2016

Michael Hitrinov

Appendix A Dock Receipts

Dock Receipt 1 Jeep

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL 718-998-6900		DOCUMENT NO BOOKING #038EUL1039353 EXPORT REFERENCE OUR REF#103783	
CONSIGNEE CARCONT Ltd Merituulentie 424 48310 Kotka, Finland Tel +358 5 260 47 22/ Fa	ax. +358 5 260 47 55	FORWARDING AGENT I REFERENCES	
NOTIFY PARTY		DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED AES-ITN X2012	
OCEAN/VESSEL PORT OF LOADING Kaethe C Rickmers NEW YORK		ONWARD INLAND ROUTING	
1245R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF DISCHARGE KOTKA	CSC PREPAID	

CARRIER'S	RECEIPT	PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREM ENT
CONTAINER# TGHU8737440 SEAL #7876117	1 X 40′HC	S T C 3 CARS 2009 VOLKSWAGEN TIGUAN VIN#WVGBV75N29W525297 2011 JEEP COMPASS VIN#1J4NF5FB7BD282296 2009 MERCEDES-BENZ C300 VIN#WDDG-81X49R073295		
		SIGNATURE		
		EXPRESS RELEASE		

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UNLOADED- DATE	TIME.	FOR THE MASTER
CHECKED BY		BY RECEIVING CLERK
IN SHIP PLACED ON DOCK LOCATIO	N	DATE.

DOCK RECEIPT/ BILL OF LADING

TEL 718-998-6900 CONSIGNEE		OUR REF#103783 FORWARDING AGENT I REFERENCES	
CARCONT Ltd Merituulentie 424			
48310 Kotka, Finland			
Tel: +358 5 260 47 22/ Fa	ax: +358 5 260 47 55		
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OCEAN/VESSEI. Kaethe C. Rickmers	PORT OF LOADING NEW YORK	ONWARD INLAND ROUTING	
1245R FOR TRANSSHIPMENT BREMERHAVEN KOTKA		CSC PREPAID	

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Dock Receipt 2 Toyota

MASTER BILL OF LADING

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OCEAN/VESSEL	PORT OF LOADING	ONWARD INLAND ROUTING	
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EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL 718-998-6900		BOOKING#038EUL1045297 EXPORT REFERENCE OUR REF# 104452	

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		2009 TOYOTA PRIUS VII # JTDKB20U897858466	1523 KG	
		2009 TOYOTA CAMRY VIN# 4T1BE46K19U306703	1646 KG	
		2 ENGINES ON PALLETS GAS HAS BEEN DRAINED, BATTERIES	200 KG	
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CONSIGNEE CARCONT Ltd Merituulentie 424 48310 Kotka, Finland Tel +358 5 260 47 22/ Fax. +358 5 260 47 55		FORWARDING AGENT I REFERENCES	
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OCEAN/VESSEL MSC Sarah NU301R FOR TRANSSHIPMENT BREMERHAVEN	PORT OF LOADING NEW YORK PORT OF DISCHARGE KOTKA	CSC PREPAID	

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		2009 TOYOTA PRIUS VIN# JTDKB20U897858466	1523 KG	
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DOCK RECEIPT/ BILL OF LADING

EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-6900		EXPORT REFERENCE OUR REF#103783	
CONSIGNEE CARCONT Ltd Merituulentie 424 48310 Kotka, Finland Tel. +358 5 260 47 22/ Fax	x: +358 5 260 47 55	FORWARDING AGENT (REFERENCES	
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OCEAN/VESSEL PORT OF LOADING Kaethe C. Rickmers NEW YORK		ONWARD INLAND ROUTING	
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Appendix B Bills of Lading

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Bill of Lading 2 Toyota

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PLACE AND DATE OF ISSUE NEW YORK 13-JANUARY-2	2013	S-IPPED ON BOARD DATE 13-JANUARY-2013				
	See Wavhill U.S. Edition - 02/2015	TERMS C	DIVINUED ON REVERSE	3		

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MEDITERRANEAN SHIPPING COMPANY S.A.

Wabsite: www.msc.com

SEA WAYBILL No. RIDER PAGE

MSCUAR409341

SCAC Code MSCU

Page 1 of 1

		Page 1 of 1	···	
CONTINUATION OF PARTICU	LARS FURNISHED BY THE SHIPPER NOT C	HECKED BY CARRIER CARRIER NOT	RESPONSIBLE (860	Clause 14)
Container Numbers, Seat Numbers and Marks	Description of Package (Continued on further Sea Waybill R		Gross Cargo Weight	Mensurement
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t High Cube	VIN# 5UXFG43569L223352		3,631.013 LAS.	
AL NUMBER:				
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	VIN# JTDKB2CU897858468		3,357,640 LBS.	
	1 HUPACKED OR LINPACKA	SED OF 2009 TOYOTA CAMRY	1,646,000 KGS	
	VIN# 4T18E46K19U306703		3,626.608 LES.	
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LASE AND DATE OF ISSUE		SIGNED By MSC (USA) Inc. as Agent on behalf of	the Carrier	
IEW YORK 3-JANUARY-2013	13-JANUARY-2013	MSC Mediterransan Shipping Company SA		
2-UMMUMR 1-44 13				

Sea Waybill U.S. Edition - 02/2015

Bill of Lading 3 Mercedes

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SHIPPER: EMPIRE UNITED LIMILS 2300 CONEY ISLAND AVE ERCORCIVIN NY 11223 TEL: 718-858-6900		REPA 163769	Forwarding agent			
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SHIPPER:				FORWARDING AGENT			
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2203 CONEY ISLAND AVE BROOKLYN, NY 11223			TEL: 718-858-5900				
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NEW YORK - 22-DECEMBER	2012		22-DECEMBER-2012				

Appendix C Titles

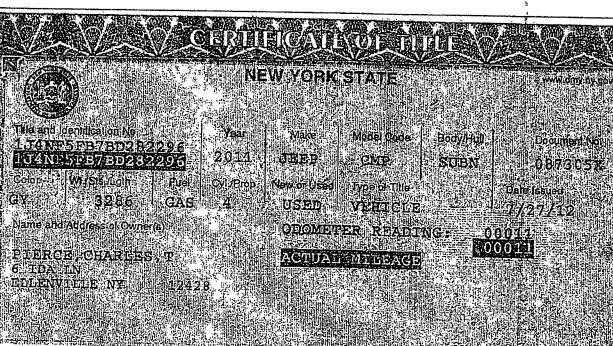
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PRIOR OWNER INFORMATION (Final Name and Address Source of Ownership)	Date of the Paris
CHARLEST VERCE () DALA LLEVILLE NO 18488	
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ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE.

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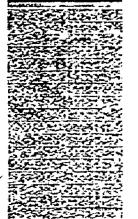
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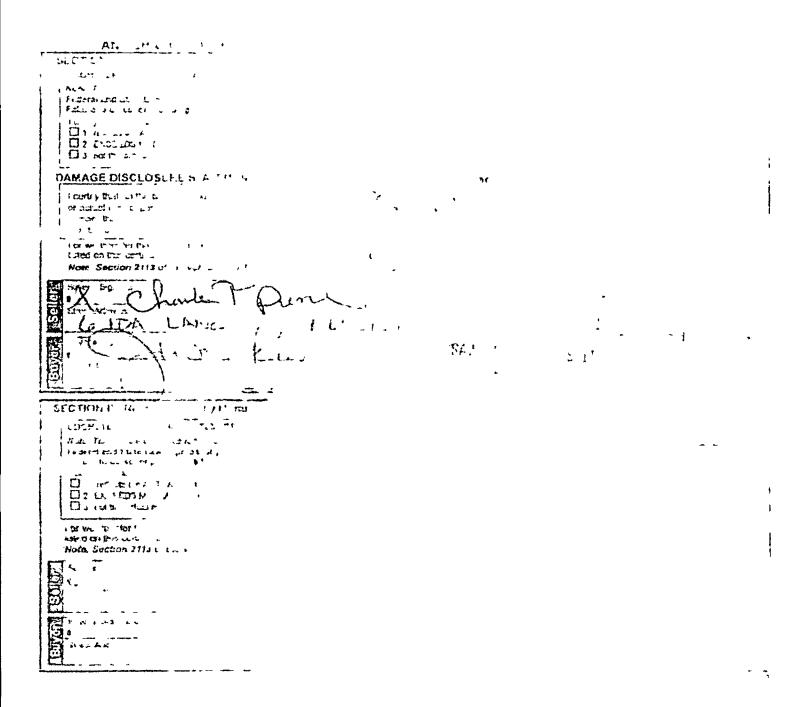
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4v. (03/64)

Title 2 Toyota

CERTIFICATE OF TITLE FOR A VEHICLE 2/835 KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE MOTOR VEHICLES, COMMONIVEALTH OF VIRGINIA MEREBY GERTIFIES TRAIT AN APPLICATION FOR A CERTIFICIATE OF TITLE HAS BEEN MADE FOR THE VEHICLE OF THE VEHICLE OF THE ADDRESS OF THE VEHICLE OF THE VEHICLE OF THE ADDRESS OF THE VEHICLE OF

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Name(s) and address(es) of vehicle owners:
TOYOTA MOTOR CREDIT CORP
PO BOX 105386 ATLANTA GA 30348-5386

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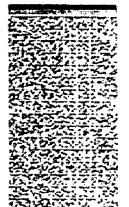
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Name and Address of Owner(s)

DAIMLER TRUST P O BOX 685 ROANOKE TX

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Title 4 GMC





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DEPARTMENT OF MOTOR VEHICUE

CERTIFICATE OF TITLE FOR A VEHICLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWALL THOT VIRGUMA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN INDEED FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE RETROM HAS BEEN DUTY RECORDED AS THE CAMPUL CANNED OF SAID VEHICLE. AND THAT, FROM THE STATEMENTS OF THE COMMON AND THE APPLICANT NAMED ON THE HEREON DESCRIBED VEHICLE. SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, THE MOTOR VEHICLE WERE OFFICE O

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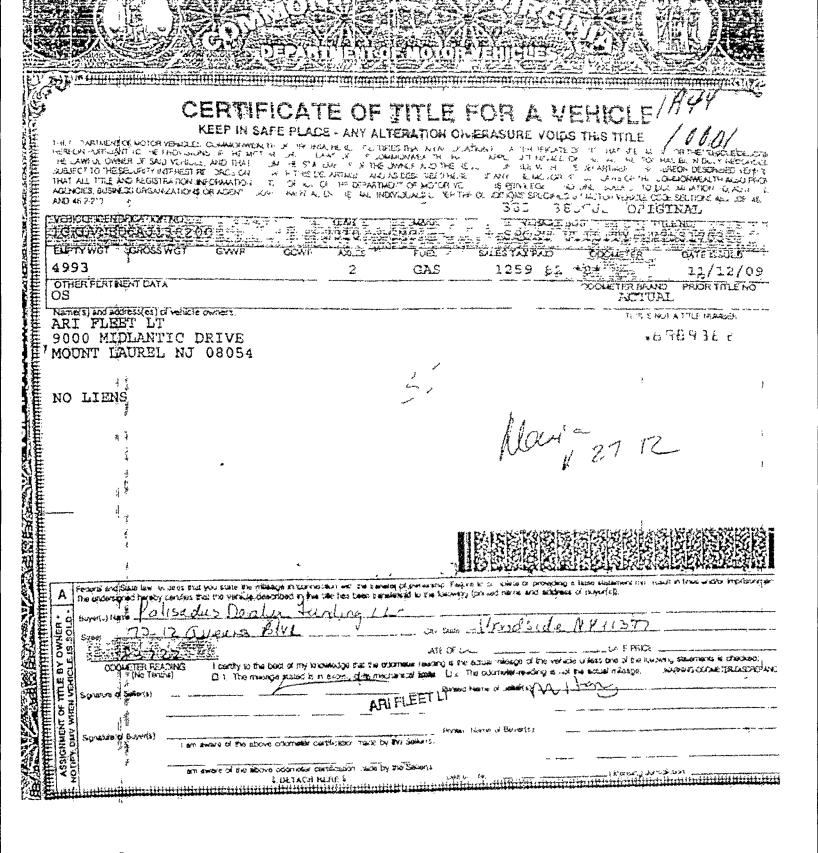
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Appendix C-10 - Respondent's Title - GMC

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Appendix D Invoices

Invoice 1 Jeep

EUL-Yuliya Mikhalkevich

EUL-Yuliya Mikhalkevich From:

Monday, November 12, 2012 10:30 AM

account@globalautousa.com

ST#439

Subject:

Sent: <u>To:</u>

ST#439									
	2009	WVGBV75N29W525297	31-Aug	6-Nov			The territory of the second		
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Best regards,

Yuliya Mikhalkevich

Empire United Lines Co , Inc

Brooklyn, NY 11223 2303 Coney Isl Ave

Tel:(718) 998-6900

Fax:(718) 998-7014

e-mail: yuliya@eulines.com

From: Svetlana - Global Auto USA [mailto:account@globalautousa.com]
Sent: Sunday, November 11, 2012 5.39 PM
To: EUL-Yullya Mikhalkevich
Subject: invoice needed

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223 Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc. Bank of America 1415 Ave 2. Brooklyn, NY 11235

Account# 9380009007
ternational Routing code 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N



Statement # 439

IGUAN WVGBV75N29W525297 31-Aug 1J4NF5FB7BD282296 18-Oct C300 WDDGF81X49R073295 25-Oct		6-Nov TGHU8737440 038Et II 3030000	25-Oct TGHU8737440 038E111 1030353	6-Nov TGHU8737440 038EUL1039353
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Invoice 2 Toyota

EUL-Yuliya Mikhalkevich

From: Sent: To: Subject:

EUL-Yuliya Mikhalkevich Monday, January 07, 2013 3.21 PM account@globalautousa.com ST#449 - ST#450

ST#449									
104452	104452 2009 TOYOTA	JTDKB20U897858466	12-Oct	27-Dec		038EUL 1045297			
	PRIUS	-			TCKU9873233		AMOUNT TO PAY	S	1,500.00
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Best regards,

Yultya Mikhalkevich

EMPIRE UNITED LINES

1

2303 Coney Island Avenue, Brooklyn, NY 11223 Tel (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.

Bank of America 1415 Ave Z.

Brooklyn, NY 11235

ternational Routing code 021000332 Domestic Routing code 026009593

Account# 9380009007

FT code for Bank of America BOFAUS3N

Statement # 449

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DAID

Invoice 3 Mercedes

Invoice 4 GMC

EUL-Yuliya Mikhalkevich

EUL-Yuliya Mikhalkevich From:

Monday, December 17, 2012 1.39 PM

account@globalautousa.com

ST#449

To: Subject:

Sent

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ST#449		104211		104211 RDX

1,500.00

AMOUNT DUE

Best regards,

Yuliya Mikhalkevich

Empire United Lines Co., Inc

Brooklyn, NY 11223 Fax:(718) 998-7014 2303 Coney Isl Ave Tel:(718) 998-6900

e-mail: yuliya@eulines.com

From: Svetlana - Global Auto USA [mailto:account@globalautousa.com]
Sent: Monday, December 17, 2012 12:44 PM
To: EUL-Yuliya Mikhalkevich
Subject: invoice needed

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223 Tel (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc. Bank of America

1415 Ave 2 Brooklyn, NY 11235

FT code for Bank of America BOFAUS3N Ternational Routing code- 021000332 Damestic Routing code: 026009593 Account# 9380009007



Statement # 448

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